

DECLARATION OF C.R. ADDY, ESQ.

EXHIBIT D

Time Charter

GOVERNMENT FORM

Approved by the New York Produce Exchange

November 6th, 1913-Amended October 20th, 1921-August 6th, 1931-October 3rd, 1946

1 This Charter Party, made and concluded in Hongkong 13th day of June 2006 42

2 Between Oni oceanic transportation co. ltd hongkong as charterer

3 Owners of the good that flag (Steamship/Motorship) see cl 29 and all particulars as per cl 29

4 of tons gross register, and tons net register, having engines of indicated horse power

5 and with hull, machinery and equipment in a thoroughly efficient state, and classed

6 at of about cubic feet bale capacity, and about tons of 2240 lbs.

7 deadweight capacity (cargo and bunkers, including fresh water and stores not exceeding one and one-half percent of ship's deadweight capacity,

8 allowing a minimum of fifty tons) on a draft of feet inches on Summer freeboard, inclusive of permanent bunkers,

9 which are of the capacity of about tons of fuel, and capable of steaming fully laden, under good weather

10 conditions about knots on a consumption of about tons of best Welsh coal best grade fuel oil best grade Diesel oil,

(SEE RIDER CLAUSE 29)

11 now in trading

12 and Rockwell int'l holdings ltd Charterers of the City of

13 Witnesseth, That the said Owners agree to let, and the said Charterers agree to hire the said vessel, from the time of delivery, for

14 about one trip time charter period, about 48-50 days trading via sea, the

15 as an award far east - India with lawful harmless allowed cargo

16 within below mentioned trading limits.

16 Charterers to have liberty to sublet the vessel for all or any part of the time covered by this Charter, but Charterers remaining responsible for

17 the fulfillment of this Charter Party. Acceptance of delivery by Charterers shall not constitute any waiver of Owner's obligations hereunder

18 Vessel to be placed at the disposal of the Charterers, at on dropping last outward sea port via safe port shanghai, China any time day or

19 night, Sundays and Holidays included.

19 In such dock or at such wharf or place (where the ship safely lie, always afloat, at all times of tide, except

20 as otherwise provided in Clause No. 6), as

21 the Charterers may direct, if such dock, wharf or place be not available then to count as provided for in Clause No. 3 Vessel on her delivery to be

22 ready to receive any permissible cargo with clean swept holds and tight, staunch, strong and in every

23 way fitted for intended service, having water ballast winches and

24 lifter hoist with sufficient power, or if not equipped with lifter hoist, then other power sufficient to

25 run all the winches at one and the same

26 time (and with full complement of officers, seamen, engineers and firemen for a vessel of her tonnage)

24 throughout the period of this charter vessel to be employed in carrying lawful merchandise,

25 including petroleum or its products, in proper containers, excluding (SEE RIDER CLAUSE 37)

25 (vessel is not to be employed in the carriage of Live Stock, but Charterers are to have the privilege of

26 shipping a small number on deck at their risk.

27 all necessary fittings and other requirements to be for account of Charterers), in such lawful trades, between safe port and/or ports in British North

28 America, and/or United States of America, and/or West Indies, and/or Central America, and/or Caribbean Sea, and/or Gulf of Mexico, and/or

29 Mexico, and/or South America, see cl 29 and/or Europe

30 and/or Africa, and/or Asia, and/or Australia, and/or Tasmania, and/or New Zealand, but excluding Magdalena River, River, St. Lawrence between

31 October 31st and May 15th, Hudson Bay and all arctic ports also including, when out of season, White Sea, Black Sea and the Belds,

32 (SEE RIDER CLAUSE 74)*****

33 *

34 *

35 as the Charterers or their Agents shall direct, on the following conditions:

36 1. That whilst on hire the Owners shall provide and pay for all provisions and pay for fresh water, lubricating oil and

37 discharging fees of the Crew: shall pay for the insurance of the vessel, also for all the cabin, deck, engine-room and other necessary stores, including boiler water and maintain her class and keep

38 water and the vessel in a thoroughly efficient state in hull, machinery, and equipment with all certificate issued by and required by international conventions for and during the service for clearance and cargo purpose only sabotage on chtrs business

39 2. That the Charterers shall provide and pay for all the fuel except as otherwise agreed, Port Charges, customary Pilotages, for clearance and cargo work only also for other charges relating to routine work apart from Owners matters Agencies, Commissions:

40 Consular Charges (except those pertaining to the Crew and flag), and all other usual expenses except those before stated, but when the vessel puts into

41 a port for causes for which vessel is responsible, then all such charges incurred shall be paid by the Owners. Fumigations ordered because of

42 illness of the crew to be for Owners account. Fumigations ordered because of cargoes carried or ports visited while vessel is employed under this charter to be for Charterers' account. All other fumigations to be for Charterers account after vessel has been on charter for a continuous period

43 of six months of more, see cl. 70

44 Charterers are to provide and to replace necessary dunnage lashing materials and shifting boards, also

45 any extra fittings requisite for a special trade or unusual cargo, but Owners to allow them the use of any dunnage and shifting boards already aboard vessel. Charterers to

46 have the privilege of using shifting boards for dunnage, they making good any damage thereby.

47 3. That the Charterers, at the port of delivery, and the Owners, at the port of re-delivery, shall take over

48 and pay for all fuel remaining on

board the vessel at the current price in the respective ports, the vessel to be delivered with not less than _____ tons and not more than _____ tons and to be re-delivered with not less than _____ tons and not more than _____ tons.

49 4. That the Charterers shall pay for the use and hire of the said Vessel at the rate of

USD1580.00 daily including overtime rate payable 15 days in advance

50 in United States Currency per ton on vessel's total deadweight carrying capacity, including bunkers and

51 stores, on _____ summer freepoard, per Calendar Month, commencing on and from the day of her delivery, as aforesaid, and at

52 and after the same rate for any part of a day month; hire to continue until the hour of the day of her

53 re-delivery in like good order and condition, ordinary wear and tear excepted, to the Owners (unless lost) at no dropping last outward sea pilot one

safe, Singapore at any time day or night, Sunday and holidays included.

54 Unless otherwise mutually agreed. Charterers are to give Owners not less than 15/10/7/5/3/2/1 days 24 hours definite

55 notice of vessels expected date of re-delivery, and probable port. Charterers to keep Owners

advised of vessel's movements and notify Owners immediately of unforeseen delay.

56 5. Payment of said hire to be made in New York in cash in United States Currency,

15 days less monthly in advance, and for the last 15 days half-monthly or

57 part of same the approximate amount of hire, and should same not cover the actual time, hire is to be paid for the balance day by day, as it becomes

58 due, if so required by Owners, unless bank guarantee or deposit is made by the Charterers, otherwise failing the punctual and regular payment of the

59 hire, or bank guarantee, or on any breach of this Charter Party, the Owners shall be at liberty to withdraw the vessel from the service of the Char-

60 terers, without prejudice to any claim they (the Owners) may otherwise have on the Charterers. (SEE RIDER CLAUSE 52)

Time to count from 7 a.m. on the working day

61 following that on which written notice of readiness has been given to Charterers or their agents before 4 p.m., but if required by charterers, they

62 to have the privilege of using vessel at choice, such time used to count as hire.

63 Cash for vessel's ordinary disbursements at any port may be advanced as required by the Captain, by the Charterers or their agents, subject

64 to 2.5% commission and such advances shall be deducted from the hire. The Charterers, however, shall in no way be responsible for the application

65 of such advances: **NO COMMISSION TO BE DEDUCTED IF SUCH ADVANCE IS MADE FROM THE HIRE WHEN HIRE IS**
 66 **DUE.**

67 6. That the cargo or cargoes be laden and/or discharged in any safe dock or at any safe wharf or safe place that Charterers or their Agents may
 68 direct, provided the vessel can safely lie always afloat at any time of tide, except at such places where it is customary for similar size vessels to safely
 69 lie aground.

70 7. That the whole reach of the Vessel's Hold, Decks, no deck cargo allowed, and usual places of loading (not more than she can
 71 reasonably stow and carry), also

72 accommodations for Supercargo, if carried, shall be at the Charterers' disposal, reserving only proper and sufficient space for Ship's officers, crews,
 73 tackle, apparel, furniture, provisions, stores and fuel. Charterers have the privilege of passengers as far as accommodations allow. Charterers
 74 paying Owners _____ per day per passenger for accommodations and meals. However, it is agreed that in case any fines or extra expenses are

75 incurred in the consequence of the carriage of passengers, Charterers are to bear such risk and expense.

76 8. That the Captain shall prosecute his voyages with the utmost despatch, and shall render all customary assistance with ship's crew and
 77 boats. The Captain (although appointed by the Owners), shall be under the orders and directions of the Charterers **IN WRITING** as regards
 78 employment and

79 agency, and Charterers are to load, stow, and trim tally, lash, unlash, secure and discharge the cargo at their expense under the supervision of the
 80 Captain who is to sign Bills of Lading for

81 cargo as presented, in conformity with Mate's or Tally Clerk's receipts.

82 9. That if the Charterers shall have reason to be dissatisfied with the conduct of the Captain, Officers, or Engineers, the Owners shall on
 83 receiving particulars of the complaint, investigate the same, and, if necessary, make a change in the appointments.

84 10. That the Charterers shall have permission to appoint a Supercargo **AT THE RISK/EXPENSE AND THE LIABILITY OF THE**
 85 **CHARTERER, WHO TO SIGN LETTER OF INDEMNITY AS PER OWNERS P&I CLUB WORDING FOR HOLDING**
 86 **OWNERS HARMLESS OF ANY CONSEQUENCES FOR CARRYING SUCH SUPERCARGO**, who shall accompany the vessel and see
 87 that voyages are prosecuted

88 with the utmost dispatch. He is to be furnished with free accommodation, and same fare as provided for Captain's table, Charterers paying at the
 89 **USD10.00**

90 per day. Owners to victual pilots and Customs Officers, and also, when authorized by Charterers or their Agents, to victual Tally

91 Clerks, stevedore's Foreman, etc, Charterers paying at the

92 current rate per meal, for all such victualling.

93 11. That the Charterers shall furnish the Captain from time to time with all requisite instructions and

94 sailing directions **INCL. ANY SAFE CUSTOMARY PRECAUTIONS AND SPECIAL CARE TO BE PAID FOR THE**

95 **LOADS/SUPERVISION/DISCHARGE OF THE CARGO**, in writing, and the Captain shall keep a full and correct Log of the voyage or
 96 voyages, which are to be patent to the Charterers or their agents, and furnish the Clerk

97 to them, their Agents or supercargo, when required, with a true copy of daily Logs, showing the course of the vessel and distance run
 98 and the consumption of fuel.

99 12. That the Captain shall use diligence in carrying for the ventilation of the cargo. However, Charterers or their Agents to provide Maste

100 with necessary instructions if same required due
 101 to nature of the cargo.

102 13. That the Charterers shall have the option of continuing this charter for a further period of _____

103 _____
 104 on giving written notice thereof to the Owners or their Agents _____ days previous to the expiration of the

105 first named term, or any declared option

106 14. That if required by Charterers, time not to commence before _____ and should vessel
 107 not have given written notice of readiness on or before _____ but not later **THE LYCN OF DELV IS FM 0000HRS 12TH**

108 **july TO 2359HRS 20TH july 2006** than 4 p.m. Charterers or their Agents to have the **NO** option of cancelling this Charter at any time not
 109 later than the day of vessel's readiness.

110 15. That in the event of the loss of time from deficiency and/or default of men or and/or strike or
 111 sabotage officers/crew or deficiency stores, fire, breakdown or damages to hull, machinery or equipment, grounding, detention by average

accidents to ship or cargo, drydocking for the purpose of examination
 98 painting bottom, or by any other cause
 99 whatsoever preventing the full working of the vessel, the payment of hire shall cease for the time thereby lost; and if upon the voyage the speed by
 reduced by
 100 defect in or breakdown of any part of her hull, machinery or equipment, the time so lost, and the cost of any extra fuel consumed in consequence
 101 thereof, and all extra expenses shall be deducted from the hire. Any stevedore and/or harbour charges for or vessel's equipment not caused
 by the Charterers or their Agents or breakdown Stevedore, to be for Owners' account.
 102 16. That should the Vessel be lost, money paid in advance and not earned (reckoning from the date of loss or being last heard of) shall be
 returned to the Charterers at once. The act of God, enemies, fire,
 103 restraint of Princes, Rulers and People, and all dangers and accidents of the Seas, Rivers, Machinery, Boilers and Steam Navigation, and
 negligence, errors of Navigation throughout this Charter Party;
 104 always mutually accepted.
 105 The vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels in distress, and to deviate for the
 106 purpose of saving life and property.
 107 17. That should and dispute arise between Owners and the Charterers, the matter in dispute shall be referred to three Persons
 at LONDON, New York,
 108 one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them, shall be final, and for
 109 the purpose of enforcing any award, this agreement may be made a rule of the Court. The Arbitrators shall be shipping men conversant with
 shipping matters. Arbitration as per Arbitration acts of 1950 and 1979 and English law to apply. Commercial men. (SEE RIDER
 CLAUSE 69)
 110 18. That the Owners shall have a lien upon all cargoes, and all sub-freights and/or sub-hire for any amounts due under this charter,
 including General Average contributions, and the Charterers will to
 111 have a lien on the ship for all monies paid in advance and not earned, and any overpaid hire or excess
 112 deposit to be returned at once. Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which
 113 might have priority over the title and interest of the owners in the vessel.
 114 19. That all deadweight and salvage shall be for Owners' and Charterers' equal benefit after deducting Owners' and Charterers' expenses and
 Crew's proportion.
 115 General average shall be adjusted, stated and settled, according to Rules of York-Antwerp Rules 1974 or any subsequent modification
 thereof, in Hongkong and settles in US dollars. Time charter hire shall not be contributed to G.A.
 116 inclusive, 17 to 22, inclusive, and Rule of
 York-Antwerp Rules 1904 or any amendments thereto 1924, at such port or place in the United States as may be selected by the carrier, and as
 to matters not provided for by these
 117 Rules, according to the laws and usages at the port of New York. In each adjustment disbursements in
 118 foreign currencies shall be exchanged into
 119 United States money at the rate prevailing on the date made and allowances for damage to cargo claimed in foreign currency shall be converted at
 120 the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or
 121 bond and such additional security, as may be required by the carrier, must be furnished before delivery of the goods. Such security deposit as the carrier
 122 or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if
 123 required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery. Such deposit shall, at the option of the
 124 carrier, be payable in United States money and be remitted to the adjuster. When so remitted the deposit shall be held in a special account and the
 125 place of adjustment in the name of the adjuster pending settlement of the General Average and refunds or credit balances, if any, shall be paid in
 126 United States money.
 127 In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever,
 128 whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract, or otherwise, the
 129 goods, the shipper and the consignee, jointly and severally, shall contribute with the carrier in general average to the payment of any sacrifices,
 130 losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the
 131 goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or
 ships belonged to strangers.

132 Provisions as to General Average in accordance with the above, are, to be included in all bills of lading issued hereunder. It is understood
133 that the charter hire is not to contribute in General Average.

133 20. Fuel used by the vessel while off hire, also for cooking, condensing water, or for grates and stoves to be agreed to as to quantity, and the
cost of replacing same, to be allowed by Owners.

134 21. That as the vessel may be from time to time employed in tropical waters during the term of this Charter, Vessel is to be docked at a
135 convenient place, bottom cleaned and painted whenever Charterers and Captain think necessary, at least once in every six months, reckoning from
136 time of last painting, and payment of the hire to be suspended until she is again in proper state for the service.
137 ~~Vessel not to be grounded while performing this charter party unless in case of emergency.~~

138
139 22. Owners shall maintain the gear of the ship as fitted, providing gear (for all cargo gear as described (derrick) capable of handling lifts
140 as specified in clause 34; owners also to provide on the vessel electric light for night work as on board at all hatches simultaneously
free of charge to the charterers and are to maintain same in efficient work condition throughout this charter up to three tons, also
providing ropes, falls, slings and blocks, if vessel is fitted with derrick capable of handling

141 heavier lifts, Owners are to provide necessary gear for

142 same, otherwise equipment and gear for heavier lifts shall be for Charterers' account. Owners also to provide on the vessel lanterns and oil for
night work.

143 and vessel to give use of electric light when so fitted, but any additional lights over those on board to be at Charterers' expense. The

144 Charterers to have the use of any gear on board the vessel.

145 23. Vessel to work night and day, Sundays and Holidays included, if required by Charterers, and all cargo gear as described to be at
charterers disposal at all times simultaneously during loading and discharging operations. Shore winchmen in loading/discharging to be
employed and paid by charterers, all winches to be at Charterers' disposal during loading and discharging.

146 ~~steamer to provide one winchman per hatch to work winches day and night as required. Charterers~~
147 ~~agreeing to pay officers, engineers, winchmen, deck hands and dockyardmen for overtime work done in accordance with the working hours and~~
rates

148 ~~stated in the ship's articles. If the rules of the~~

149 ~~port, or labor union, prevent crew from driving winches, shore Winchmen to be paid by Charterers. In the event of a disabled winch or winches, or~~

150 ~~insufficient power to operate winches, Owners to pay for shore engine, or engines, in lieu thereof, if required, and pay any loss of time occasioned~~
151 ~~thereby.~~

152 24. It is also mutually agreed that this Charter is subject to all the terms and provisions of and all the exceptions from liability contained
153 in the Act of Congress of the United States approved on the 12th day of February, 1893, and entitled "An Act relating to Navigation of Vessels;
154 etc." in respect of all cargo shipped under this charter to or from United States of America. It is further subject to the following clauses, both
155 of which are to be included in all bills of lading issued hereunder.

U.S.A. Clause Paramount

156 This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April
157 16, 1924, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of
158 any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this bill of lading
159 be repugnant to said Act to any extent, such term shall be void to that extent, but no further.

Both to Blame Collision Clause

160 If the ship comes into collision with another ship as a result of the negligence of the other ship, and any act, neglect or default of the
161 Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried
162 hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss
163 or liability represents loss of or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-
164 carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her
165 owners as part of their claim against the carrying ship or carrier.

166 25. The vessel shall not be required to enter any ice-bound port, or any port where lights or light-steps have been or are about to be with-
167 drawn by reason of ice, or where there is risk that in the ordinary course of things the vessel will not be able on account of ice to safely enter the
168 port or to get out after having completed loading or discharging.

169 26. Nothing herein stated is to be construed as a demise of the vessel to the Time Charterers. The owners to remain responsible for the

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171 navigation of the vessel, acts of pilots and tugboats, insurance, crew, and all other matters, same as when trading for their own account.
172 27. A TOTAL commission of 2 1/2 per cent is payable by the Vessel and Owners to CHARTERERS/BROKERS
173 _____
174 on hire earned and paid under this Charter, and also upon any continuation or extension of this Charter.
175 28. An address commission of 2 1/2 per cent payable to Charterers on the hire earned and paid under this Charter.

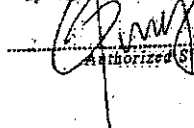
Owrs STB Rider Clauses 29 to 104 both inclusive, as attached, are to be fully incorporated in this Charter Party.

Owners:

OGI OCEANGATE TRANSPORTATION CO. LTD. HKG.

or and on behalf of
OGI OCEANGATE TRANSPORTATION CO. LTD. HKG.

海通運輸有限公司


Authorized Signature(s)
26/06/2006

Charterers:

ROCKWELL INT'L HOLDINGS LTD.



06-28-2006